## Case 18-18073-amc Doc 36 Filed 06/14/19 Entered 06/15/19 00:58:34 Desc Imaged

Certificate of Notice Page 1 of 3 Eastern District of Pennsylvania

In re: Troy Bowers Debtor

Case No. 18-18073-amc Chapter 13

## CERTIFICATE OF NOTICE

District/off: 0313-4 User: PaulP Page 1 of 1 Date Rcvd: Jun 12, 2019

Form ID: pdf900 Total Noticed: 2

Notice by first class mail was sent to the following persons/entities by the Bankruptcy Noticing Center on

Jun 14, 2019.

3602 Willingham Ave., Reading, PA 19605-1156 db +Troy Bowers, 14242707 +Bonita Bowers, 850 Carsonia Ave, Apt. B, 304, Reading, PA 19606-1257

Notice by electronic transmission was sent to the following persons/entities by the Bankruptcy Noticing Center. NONE. TOTAL: 0

\*\*\*\*\* BYPASSED RECIPIENTS \*\*\*\*\*

NONE. TOTAL: 0

Addresses marked '+' were corrected by inserting the ZIP or replacing an incorrect ZIP. USPS regulations require that automation-compatible mail display the correct ZIP.

Transmission times for electronic delivery are Eastern Time zone.

I, Joseph Speetjens, declare under the penalty of perjury that I have sent the attached document to the above listed entities in the manner shown, and prepared the Certificate of Notice and that it is true and correct to the best of my information and belief.

Meeting of Creditor Notices only (Official Form 309): Pursuant to Fed. R. Bank. P. 2002(a)(1), a notice containing the complete Social Security Number (SSN) of the debtor(s) was furnished to all parties listed. This official court copy contains the redacted SSN as required by the bankruptcy rules and the Judiciary's privacy policies.

Date: Jun 14, 2019 Signature: /s/Joseph Speetjens

### CM/ECF NOTICE OF ELECTRONIC FILING

The following persons/entities were sent notice through the court's CM/ECF electronic mail (Email) system on June 12, 2019 at the address(es) listed below:

BRENNA HOPE MENDELSOHN on behalf of Debtor Troy Bowers tobykmendelsohn@comcast.net REBECCA ANN SOLARZ on behalf of Creditor Bank of America, N.A. bkgroup@kmllawgroup.com on behalf of Trustee SCOTT F. WATERMAN (Chapter 13) ECFMail@ReadingCh13.com, ecf\_frpa@trustee13.com United States Trustee USTPRegion03.PH.ECF@usdoj.gov

TOTAL: 5

#### Case 18-18073-amc Doc 36 Filed 06/14/19 Entered 06/15/19 00:58:34 Desc Imaged Certificate of Notice Page 2 of 3 IN THE UNITED STATES BANKRUPTCY COURT

# FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CHAPTER 13 Troy Bowers Debtor(s) BANK OF AMERICA, N.A. Movant NO. 18-18073 AMC VS. Troy Bowers **Debtor** Bonita L. Bowers 11 U.S.C. Section 362 and 1301 Co-Debtor Scott F. Waterman, Esq. **Trustee** 

## **STIPULATION**

AND NOW, it is hereby stipulated and agreed by and between the undersigned as follows:

1. The post-petition arrearage on the mortgage held by Movant on the Debtors' residence is \$7,909.95, which breaks down as follows;

Post-Petition Payments: February 2019 through June 2019 at \$1,454.31 each

Fees & Costs Relating to Motion: \$1,031.00 Less Post-Petition Suspense: (\$392.60)**Total Post-Petition Arrears** \$7,909.95

- 2. Debtor(s) shall cure said arrearages in the following manner;
- a). Within seven (7) days of the filing of this Stipulation, Debtor(s) shall file an Amended Chapter 13 Plan to include the post-petition arrears of \$7,909.95;
- b). Movant shall file an Amended or Supplemental Proof of Claim to include the post-petition arrears of \$7,909.95 along with pre-petition arrears;
- c). The 410A form shall not be required for this Amended or Supplemental Proof of Claim.
- 3. Beginning with the payment due July 1, 2019 and continuing thereafter, Debtor(s) shall pay to Movant the present regular monthly mortgage payment of \$1,454.31 (or as adjusted pursuant to the terms of the mortgage) on or before the first (1st) day of each month (with late charges being assessed after the 15<sup>th</sup> of the month).

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4. Should debtor(s) provide sufficient proof of payments (front & back copies of cancelled checks and/or money orders) made, but not credited, Movant shall adjust the account accordingly.

5. In the event the payments under Section 2 above are not tendered pursuant to the terms of this stipulation, Movant shall notify Debtor(s) and Debtor's attorney of the default in writing and Debtor(s) may cure said default within FIFTEEN (15) days of the date of said notice. If Debtor(s) should fail to cure the default within fifteen (15) days, Movant may file a Certification of Default with the Court and the Court shall enter an Order granting Movant immediate relief from the automatic stay and waiving the stay provided by Bankruptcy Rule 4001(a)(3).

6. If the case is converted to Chapter 7, Movant shall file a Certification of Default with the court and the court shall enter an order granting Movant relief from the automatic stay.

7. If the instant bankruptcy is terminated by either dismissal or discharge, this agreement shall be null and void, and is not binding upon the parties.

8. The provisions of this stipulation do not constitute a waiver by Movant of its right to seek reimbursement of any amounts not included in this stipulation, including fees and costs, due under the terms of the mortgage and applicable law.

9. The parties agree that a facsimile signature shall be considered an original signature.

Date: June 3, 2019	/s/ Rebecca A. Solarz, Esquire Rebecca A. Solarz, Esquire
Date:	Attorney for Movant  /s/ Brenna Hope Mendelsohn, Esq. Brenna Hope Mendelsohn, Esq. Attorney for Debtor(s)
Date: 6/10/19	Scott F. Waterman, Esquire Chapter 13 Trustee
Approved by the Court this day of retains discretion regarding entry of any furt	
Date: June 12, 2019	Bankruptcy Judge

Ashely M. Chan